

ARTICLE XIII

ILLNESS OR DISABILITY

A. Sick Leave

At the beginning of each school year, each employee shall be granted ten (10) days of accumulative sick leave. An employee may use all or any portion of his/her sick leave for any type of illness or disability.

Beginning August 29, 2000, an employee may trade in up to ten (10) unused sick days, excluding personal days, at the end of the school year in which they were accrued and be reimbursed seventy dollars (\$70) for each day. These exchanged days will be subtracted from the employee's total accumulated sick days. As a prerequisite for making the exchange, employees shall be required to: first, have fifty (50) accumulated days and; second, donate one (1) day to the Sick Leave Bank for any amount traded in a given year.

B. Notification of Accumulation of Sick Leave

Employees shall be given a written accounting of accumulated sick leave days no later than October 15 of each school year.

ARTICLE XIV

TEMPORARY LEAVES OF ABSENCE

Types of Leave

During each school year of this Agreement, employees shall be entitled to the following temporary non-accumulated leaves of absence with full pay each school year.

A. Personal/Emergency Days

Each employee shall be granted three (3) days to be used for personal business or for emergency reasons. Employees must notify the administration of their intention to take such leave twenty-four (24) hours prior to the day of leave requested, except in cases of emergency. This notification shall be in writing on the forms provided in each school building. No more than five percent (5%) of professional employees may use personal leave on the same day. Personal days may not be used on the day before or after holidays, unless one week advance notice is provided. Personal days may be granted on inservice days and teacher workdays in cases of emergency or cases with extenuating circumstances approved by the Superintendent. Upon one week of advance notice, one personal day may be used during the last seven (7) days of school subject to a twenty-four hour request. No more than 2% of professional employees may use personal leave during each of the last seven (7) days of school.

Personal days not used in any year shall transfer into accumulated sick leave. All personal/emergency days may only be taken as whole days.

B. Professional Days

The Board authorizes the Superintendent, at his/her discretion, to grant up to three (3) days for the purpose of visiting other schools or attending meetings or conferences of an educational nature or doing curriculum development work. Each day must be requested one (1) week in advance, in writing, to the Superintendent. Appeals of the Superintendent's decision on requests may be made to the School Board. Each employee will present a written summary of his/her observations to his/her immediate supervisor three (3) school days after his/her return from said leave.

C. Association Leave

The Board agrees to provide the Association with a total of eight (8) days leave that shall be utilized by Association members to transact Association business. The Association shall determine who shall use these eight days. The Association may request additional leave days, which the Board may grant or reject. If the Board grants said days, the Association shall reimburse the Board for the cost of a substitute.

D. Legal

Time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system.

E. Good Cause

Other leaves of absence with pay shall be granted by the Board for good reason. The final authority for granting such leave shall rest with the Board.

F. Bereavement Days

An employee will be granted up to five (5) work days in the event of the death of said employee's spouse, child, or natural parent.

An employee will be granted up to three (3) work days at any one time in the event of death of said employee's father-in-law, mother-in-law, grandchild, brother, sister, or near relative who resides in the same household, or any person with whom the employee has made his/her home.

An employee shall be granted the day of the funeral in the event of death of said employee's near relative, defined as: first cousin, grandparent, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law or sister-in-law.

ARTICLE XV

UNPAID LEAVES OF ABSENCE

A. Exchange Teachers

The Board of School Directors, upon the recommendation of the Superintendent of Schools, shall grant a leave of absence of not more than two (2) semesters for exchange teaching.

1. Applicant's Responsibilities

The applicant shall submit and have approved in advance by the Superintendent a plan for an exchange of teaching services which will show the benefit to both the applicant and the school system. A final report shall be filed with the Superintendent upon return from leave of absence for exchange teaching.

2. Number

The number of persons on exchange shall be limited each year to not more than one percent (1%) of the total number of professional employees in the district.

3. Basis for Selection

Exchange privileges shall be given on the basis of the date of application, the personality of the individual, teaching proficiency, seniority, and the consent of the administrator affected by the exchange.

4. Return

An employee, upon completion of an exchange teaching assignment, shall agree to return to the service of the Board of School Directors and to continue in such service for a period of at least two (2) years.

5. Return Assignment

An employee, upon return from an exchange of teaching service, shall be assigned to his/her former teaching position or a position of comparable status.

B. Professional Study

A leave of absence of up to two (2) years may be granted to any employee for the purpose of engaging in study, at an accredited college or university, reasonably related to his/her professional responsibilities. The program of studies to be pursued must be approved by the Superintendent of Schools prior to submission of the request for leave to the Board.

C. Military Leave

1. Reinstatement

Any employee of the school district who volunteers for military service or is inducted into military service in time of war or during a state of national emergency shall be granted a leave

for the duration of such service. Employees entering the service at any other time shall be granted a leave of absence for the duration of the initial tour of duty. An employee shall be reinstated to his/her position in the school system with full credit, including annual increments, under the salary schedule, upon written request supported by competent proof that said applicant is fully qualified to perform the duties of said position. The application for reinstatement shall be made within a reasonable time after discharge or release from military service and not later than ninety (90) days from the date of said release or discharge.

2. Reserves

According to Section 3301 of the School Code, all officers or members of any reserve component of the United States Army, Navy, Marine Corps, Air Force or Coast Guard shall be entitled to leave of absence from their duties without loss of pay, time or efficiency rating on all days not exceeding fifteen (15) in any one year during which they shall, as members of such reserve companies, be engaged in active service of the United States or in field training as ordered or authorized by the Federal Forces.

D. Association

A leave of absence not to exceed two (2) years may be granted to any employee for the purpose of serving in a public office. This unpaid leave request may be granted by the Board after a review of the professional employee's request by the Superintendent of Schools.

E. Political

A leave of absence not to exceed two (2) years may be granted to any employee for the purpose of serving in a public office. This unpaid leave request may be granted by the Board after a review of the professional employee's request by the Superintendent of Schools.

F. Illness or Disability

Whenever an employee is unable to work because of illness or disability and has exhausted all sick leave, the Board shall grant a leave of absence without pay for the duration of the illness or disability. The beginning date must be determined by a physician and reasonable notice must be given.

G. Child-Bearing/Child-Rearing Leave

1. Child-Bearing Leave

Child-bearing leave is applicable to that period during which an employee is physically incapacitated, due to pregnancy, child-birth and recovery therefrom of performing her duties.

- a. An unpaid leave of absence for up to twelve (12) months, inclusive of sick leave, shall be granted to all female employees for child-bearing.
- b. During the period of an employee's physical incapacitation due to pregnancy, child-birth and recovery therefrom, employees may use accumulated paid sick leave. Sick leave or unpaid child-bearing leave may be taken prior to or subsequent to the birth of the child only in the case of physical incapacity or illness which must be verified by a doctor's statement containing the following:

- (1) the patient is disabled or ill due to the impending birth or recovery from birth of a child;
- (2) the probable duration of the disabling condition; and
- (3) the probable date upon which the patient is anticipated to be physically capable of performing classroom duties.

- c. If an employee elects not to use accumulated sick leave or if her accumulated sick leave expires during child-bearing leave, the employee shall be permitted to continue any or all insurance coverages, if permitted by the carrier, by remitting the premiums to the District. Except for those periods during which accumulated sick leave is used, the District shall not be obligated to provide any contribution for retirement or other benefits and no seniority shall accrue for any purpose.
- d. Employees on unpaid child-bearing leave may return at any time provided the employer is provided at least fifteen (15) days notice prior to the date of return. Upon return, all benefits to which the employee was entitled at the time of the leave of absence commenced, including years of credited service, unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored as if the leave had not been taken and the employee shall be assigned to the same or equivalent position held at the time said leave commenced.

2. Child-Rearing Leave

Child-rearing leave is applicable to those instances where an employee who is not physically incapacitated due to child-birth desires an unpaid leave of absence for the purpose of rearing a child in that period immediately following child-birth or immediately following the legal adoption of a child.

- a. An unpaid leave of absence for up to twelve (12) months shall be granted to all employees for child-rearing. Child-rearing leave shall commence within one month before or after the birth or adoption of a child. A written request stating the dates on which the child-rearing leave will begin and terminate must be submitted to the Board of School Directors by the employee at least fifteen (15) days prior to the start of such leave. This requirement may be waived by the Superintendent due to extenuating circumstances, e.g., premature delivery or sudden notification by an adoption agency.
- b. An employee on child-rearing leave may be granted one extension of such leave upon submitting to the Board of School Directors a written request stating the date on which such extension will terminate. This request shall be submitted to the Board of School Directors no later than fifteen (15) days prior to the expiration of the current leave. The combined initial and extended child-rearing leave shall exceed one school year.
- c. The employee on unpaid child-rearing leave shall be permitted to continue any or all insurance coverages, if permitted by the carrier, by remitting the premiums to the District. During such leave, the District shall not be obligated to provide any contribution of retirement or other benefits and no seniority shall accrue for any purpose.

d. Upon return, all benefits to which the employee was entitled at the time of the leave of absence commenced, including years of credited service, unused accumulated sick leave and credits toward sabbatical eligibility shall be restored as if the leave had not been taken and the employee shall be assigned to the same or equivalent position held at the time said leave commenced.

3. Family and Medical Leave Act

Notwithstanding the foregoing provisions, all employees shall be afforded those rights and privileges granted by the federal Family and Medical Leave Act (FMLA) and the District shall be entitled to exercise those discretionary powers granted by the FMLA for the implementation thereof, provided, however, that the interruption and implementation of the FMLA shall not be subject to the parties' grievance procedure.

H. Personal Leave

A personal leave of absence not to exceed one (1) year may be granted by the Board to any professional employee for good cause. The number of employees granted such leave shall not exceed one percent (1%) of the unit per year.

I. Return from Unpaid Leave

1. Benefits

Upon return from an unpaid leave of absence, a teacher shall receive credit for unused accumulated sick leave and credit toward sabbatical eligibility for the time previous to the unpaid leave.

2. Return Notification

The employee shall notify the district ninety (90) calendar days prior to the expiration of his/her intent to return from leave. If the notification is not given, the district shall contact the employee within the next thirty (30) days to determine if the employee will return from leave. These notices shall be in writing. Any employee taking advantage of the above unpaid leave provisions shall return to the district and receive full credit for his/her years of service completed as of the effective date the Board approves his/her unpaid leave request, except for provisions in ARTICLE XV G, Paragraph 4.

J. Extensions and Renewals

All employee requests for extensions or renewals of leaves shall be applied for in writing and the district shall respond to all requests in writing.

ARTICLE XVI

PROFESSIONAL DEVELOPMENT AND EDUCATION IMPROVEMENT

A. Payment for Credits

1. The Board agrees to reimburse the cost of the credits taken, including but not limited to tuition, textbooks, registration fees and other fees or costs directly related to the acquisition of the course credits which shall not exceed \$190 per credit in any year. Any individual enrolling in a course costing more than that rate shall pay the difference.

The Board will reimburse for up to fifteen (15) postgraduate credits in each year, provided that such credits are taken as part of a planned program of instruction at a fully accredited college or university. With prior approval, reimbursement will be provided for individual courses related to a teacher's subject, specialty or needs.

An individual may receive reimbursement of costs for a maximum of fifty-four (54) credits taken.

Payment for credits shall be made within fifteen (15) days after the Board approval of proof of payment. If the employee withdraws or does not receive a passing grade in any course, the employee shall reimburse the District, either by payroll deduction or by personal payment.

2. Teachers will be required to work for the District for at least one (1) school year following the District's payment of tuition. In the event that a teacher receives tuition reimbursement and does not work one school year following payment of the same, he/she shall be subject to a pro rata salary deduction based upon one unfulfilled school semester equalling one half of the tuition received. Permanent substitutes are not included in this tuition reimbursement requirement since they are not employed on a yearly basis. The Superintendent shall have the discretion to waive the required salary deduction under appropriate circumstances.

ARTICLE XVII

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

A. Definition of Responsibilities

All employees shall be responsible for student behavior within the classroom and employees shall accept additional supervisory duties when such supervision is needed for the safety and control of the students during the normal employee day.

B. Special Assistance

When, in the judgment of the employee, a student requires the attention of the principal, the assistant principal, a counselor, psychologists, a physician or other specialist, he/she shall so inform his/her principal or immediate supervisor. The employee will be consulted about the disposition of the case of the particular student when administratively possible and when deemed appropriate by the specialist. In all cases, a verbal or written communique on the resolution of the problem will be given to the employee as soon as administratively possible.

ARTICLE XVIII
INSURANCE PROTECTION

A. Hospitalization Insurance

1. Source of Coverage

The District shall not be obligated to provide any fringe benefits through any particular provider or carrier but, rather, may provide fringe benefits through an insurance policy, trust, plan, self-insured program or other means which it deems appropriate from time to time, provided that the extent of coverage and levels of benefits provided shall be substantially the same. It is specifically understood that the District may change the source of coverage during the term of this Agreement and there shall be no past practice established as to any particular source of coverage during the term of this Agreement provided, however, that the District, without relinquishing its right to act as specified herein, shall grant the Association an opportunity to confer with the District regarding a change in the source of coverage for fringe benefits. Major medical coverage is \$1,000,000.

2. Individual Coverage

The Board agrees to provide hospitalization insurance with full individual coverage for the employee at no cost to the employee.

3. Dependent Coverage

The Board agrees to make available to each employee dependent, hospitalization insurance coverage, and the Board agrees to pay 100% of the cost of this item for each year of the contract. Any professional employee who wishes to have the district provide dependent coverage is required to supply the business office with a list of dependents on a form supplied by the district on the first work day. Professional employees must report any change in dependents to the business office promptly in order to insure coverage. In the event that the professional employee fails to notify the district in this manner, then the district is not obligated to provide coverage for additional dependents of the professional employee until notification is provided.

4. Description to Employees

~~The Board shall provide to each employee a description of the health care insurance coverage provided under this ARTICLE when the booklets are available from the carrier.~~

5. Employee Deductible and Changes in Master Agreement

a. Employee Deductibles

Individual Deductible per Calendar Year \$250.00
to begin January 1995

Family Deductible per Calendar Year 3 Individuals
to begin January 1995

b. Hospitalization Insurance

The following improvements shall be added to the Blue Shield provisions of the Master Agreement:

(1) Outpatient physical therapy to begin January 1995

The following improvements shall be added to the major medical provisions of the master agreement:

(1) Disappearing co-insurance shall be reduced to \$2,000 beginning with the 1996-1997 school year.

B. Life Insurance

1. Amount of Coverage

The Board agrees to provide group term life insurance on each professional employee in the amount of thirty thousand dollar (\$30,000.00).

2. Description of Coverage

When booklets are available from the carrier, they shall be distributed by the school district.

C. Dental Insurance

1. Program Description

The Board agrees to provide a family-dependent and single dental insurance program at no cost to the professional employee. The maximum benefit per calendar year shall be one thousand dollars (\$1,000.00) per person. The program shall include the following services at 100% coverage:

Diagnostic	Oral Surgery
Preventive	Endodontic
Restorative	Periodontic
Orthodontic (\$750 Lifetime Maximum per person)	

The Board will provide 100% insurance coverage for employee and spouse prosthodontics.

The Board agrees to provide a dental insurance program equivalent to the 1977-1978 Delta Dental Plan 118.

Any professional employee who wishes to have the district provide dependent coverage is required to supply the business office with a list of dependents on a form supplied by the district on the first work day. Professional employees must report any change in dependents to the business office promptly in order to insure coverage. In the event that the professional employee fails to notify the district in this manner, then the district is not obligated to provide coverage for additional dependents of the professional employee until notification is provided.

2. Description of Coverage

When booklets are available from the carrier, they shall be distributed by the school district.

D. Vision Program

The Board agrees to provide the following vision coverage for employee and spouse. Coverage shall be as specified below:

Examination	\$ 25.00
Eyeglasses *	
Lenses (Pair, other than contact lenses)	
Single Vision	25.00
Bifocal	50.00
Trifocal	70.00
Lenticular	90.00
Contact Lenses, Pair If, following surgery, or when visual acuity cannot be corrected to 20/70 in the better eye by conventional lenses	120.00
Contact Lenses, Pair (Other)	50.00

* per 12-month period

ARTICLE XIX

ACADEMIC FREEDOM

The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the school district and they acknowledge the fundamental need to protect employees from any censorship or restraint which might interfere with their obligation to pursue truth in the performance of their teaching functions. The parties agree that academic freedom must include the requirement that teachers follow curriculum guides and present all sides of controversial issues therein and be subject to supervision (which is) not detrimental to that academic freedom.

ARTICLE XX
MAINTENANCE OF MEMBERSHIP

A. Provision

The Board agrees that all employees who are presently members of the Association shall be subject to the "maintenance of membership" provision as defined in ARTICLE III, Subsection (18) of the Public Employee Relations Act, Act 195.

B. Description

All employees who have joined this employee organization, or who join this employee organization in the future, must remain members for the duration of this collective bargaining Agreement, with the provision that any such employee may resign from such employee organization during a period of fifteen (15) days prior to the expiration of any such Agreement.

C. Fair Share

1. Each non-member in the bargaining unit represented by the Association shall be required to pay a fair share as provided for the Act 84 of 1988.
2. The School District and the Association agree to comply with all provisions of said law.
3. The Association agrees to extend to all non-members the opportunity to join the Association.
4. If any legal action is brought against the School District as a result of any action it is requested to perform by the Association pursuant to this Article, the Association agrees to provide for the defense of the School District by the Association's expense and through counsel selected at the Association with concurrence of the District. The School District agrees to give the Association prompt notice of any such legal action brought against it, and agrees to provide reasonable cooperation with the Association in the defense of the case.
5. The Association agrees in any action so defended to indemnify and hold the School District harmless for any monetary damages the School District might be liable for as a consequence of its compliance with this Article; except that it is expressly understood that this safe harmless provision will not apply to any legal action which may arise as the result of any willful misconduct by the School District or as a result of the School District's failure to properly perform its obligation under this Article.

ARTICLE XXI

MEMBERSHIP DEDUCTIONS

A. Deduction from Salary

The Board agrees to deduct dues from the salaries of members of the local Association, the Pennsylvania State Education Association, and the National Education Association, as said members authorize the Board to deduct and to transmit monies by check to the Crawford Central Education Association, PSEA, NEA, by the first (1st) of each month. The district shall be held harmless for any problems arising from the enforcement of this ARTICLE. At the initiation of each new contract, members will complete a payroll deduction authorization card to authorize the district to deduct dues.

B. Equal Installments

Deductions referred to in Paragraph A will be made in eighteen (18) equal consecutive payroll deductions.

C. List Supplied to the Board

No later than the third Wednesday of October of each school year, the Crawford Central Education Association, PSEA, NEA, will provide the Board with a list of those employees who have authorized the Board to deduct dues for the Association in Paragraph A above.

D. Authorization Cards

The Board will honor such authorization cards pursuant to the maintenance of membership agreement; sample authorization card follows:

PAYROLL DEDUCTION AUTHORIZATION CARD

This is to authorize eighteen (18) equal deductions from my pay for professional dues for the following:

1. Crawford Central Education Association PSEA-NEA
2. Pennsylvania State Education Association
3. National Education Association

This authorization will remain in effect unless cancelled in writing fifteen (15) days prior to the expiration of the collective bargaining agreement in effect on this date.

Date _____

Signature _____

E. Payroll Deductions

1. The Board agrees to continue payroll deductions for the Educators Health Insurance Plan.
2. The Board agrees to provide payroll deductions for the following:
 - U.S. Savings Bonds
 - Annuity Plan Protection
 - United Way of Western Pennsylvania, Inc.

A limit of four (4) carriers for Annuity Plan Protection prevails.

ARTICLE XXII

MANAGEMENT RIGHTS

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only the specific and expressed terms of this Agreement and then only to the extent such specific and expressed terms hereof are in conformance with the Constitution and laws of the State of Pennsylvania and the Constitution and laws of the United States.

ARTICLE XXIII
NO STRIKE PROVISION

As a condition of the various provisions of this Agreement, the bargaining agent pledges that members of the bargaining unit will not engage in a strike (as that term is defined in Act 195) during the term of this Agreement and the employer agrees not to engage in a lockout during the term of this Agreement.

ARTICLE XXIV

EFFECTIVE DATE OF THIS AGREEMENT

This Agreement shall be effective as of August 29, 2000, and shall continue in effect until August 28, 2004, subject to the Association's right to negotiation over a successor Agreement, as provided in ARTICLE II. The work years shall each consist of one hundred eighty-five (185) days in 2000-2001 and one hundred eighty-six (186) days in 2001-2002, 2002-2003 and 2003-2004.

ARTICLE XXV

WAIVERS

The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement and that no additional negotiation on this Agreement will be conducted on any item, whether contained herein or not, during the life of this Agreement.

ARTICLE XXVI

MISCELLANEOUS PROVISIONS

A. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. Compliance Between Individual Contract and Master Agreement

Any individual contract between the Board and an individual employee heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

C. Printing Agreement

Copies of this Agreement shall be printed after agreement between the Board and the Association on format and content. The Association will be responsible for the printing and distribution of copies of this Agreement to each of its members.

D. Damage to Personal Property

In the event an employee, while on duty on school premises or engaged in a school sponsored activity, sustains any loss, damage or destruction of personal property such as clothing or glasses while in the process of maintaining order in a confrontation with an individual or individuals, the Board shall reimburse the employee for the value of said loss or destruction or cost of repair; provided, however, that a report of the incident involving loss or damage shall be made to the building principal within two (2) employee work days. Forms for processing payment requests will be supplied by the administration.

E. Meet and Discuss

Meet and discuss meetings will be held in accordance with the provisions of Act 195. Special Meet and Discuss sessions shall be held to discuss mentor teachers and athletic directors.

Grievance Number _____

APPENDIX "A"

GRIEVANCE FORM

CRAWFORD CENTRAL EDUCATION ASSOCIATION
CRAWFORD CENTRAL SCHOOL DISTRICT

SCHOOL _____ DATE _____

**GRIEVANT AND/OR ASSOCIATION
SIGNATURE**

AREA OF CONTRACT VIOLATED (ARTICLES/SECTIONS) _____

NATURE OF GRIEVANCE _____

RELIEF SOUGHT _____

LEVEL I - PRINCIPAL OR IMMEDIATE SUPERVISOR

DATE OF PRESENTATION _____

DISPOSITION OF PRINCIPAL OR IMMEDIATE SUPERVISOR

Signature of Principal or Immediate Supervisor

Date

POSITION OF GRIEVANT AND/OR ASSOCIATION

RESOLVED

APPEAL TO LEVEL II

Signature of Grievant and/or Association

Date

LEVEL II - SUPERINTENDENT

DISPOSITION OF SUPERINTENDENT

Signature of Superintendent

Date _____

POSITION OF GRIEVANT AND/OR ASSOCIATION _____

RESOLVED

APPEAL TO LEVEL III

Signature of Grievant and/or Association

Date

LEVEL III - BOARD OF DIRECTORS

DISPOSITION OF BOARD _____

Signature of Board of Directors

Date

POSITION OF GRIEVANT AND/OR ASSOCIATION _____

RESOLVED

APPEAL TO LEVEL IV

Signature of Grievant and/or Association

Date

LEVEL IV - ARBITRATION

DATE SUBMITTED TO ARBITRATION

DISPOSITION AND/OR AWARD OF ARBITRATOR TO BE ATTACHED

AGREEMENT

The undersigned parties, having negotiated in good faith and having reached certain understandings enumerated herein, under which they intend to be legally bound, hereby agree as follows:

1. The Crawford Central Education Association withdraws all of its Article IV., Section D. proposals on the Act 48 professional development committee.
2. A Memorandum of Understanding shall be attached to the Collective Bargaining Agreement. It shall read as follows:

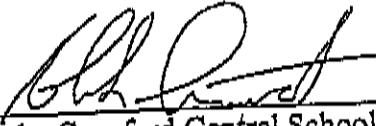
MEMORANDUM OF UNDERSTANDING between the Crawford Central School District and the Crawford Central Education Association

Act 48 - Professional Development Committee

The parties hereby agree that the practices that have developed relative to the parties' Act 178 Committee shall continue in full force and effect for the Act 48 Committee, unless prohibited by Act 48.

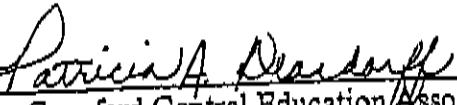
Areas of Act 48 that are new and not encompassed by practice may be dealt with through Meet and Discuss.

The District agrees that it shall not introduce the Association's Act 48 proposals in any arbitration, hearing or litigation, or in any other proceeding before the Pennsylvania Labor Relations Board or any other court of law or agency having jurisdiction over the parties.

by 
the Crawford Central School District

10-16-00

Date

by 
the Crawford Central Education Association

10-16-00

Date

ADDENDUM

Seven Period Day

Where an employee day consists of seven (7) periods or thirty-five (35) periods per week, the teaching load for employees shall be no more than twenty-five (25) teaching periods per week, or no more than thirty (30) periods including extra duty assignments. Under this provision, no employee will be required to teach six (6) periods per day more than two (2) days per week.

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No. 248



SECTION: PUPILS

TITLE: UNLAWFUL HARASSMENT
AND INTIMIDATION

ADOPTED: May 21, 1990

REVISED: August 23, 1999

Crawford Central School District

	248. UNLAWFUL HARASSMENT AND INTIMIDATION	1
1. Purpose	<p>The Crawford Central School District seeks to establish and maintain a learning environment free from racial, ethnic and religious intimidation and harassment or harassment and intimidation based on sexual orientation or disability. It seeks also to provide a system of review, should an allegation of such conduct be made. Harassment and intimidation will not be tolerated and will subject the person(s) engaging in such activities to disciplinary action. Tolerance of racial, ethnic and religious views will be expected from all students.</p>	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16
2. Definition OCR Guidelines on Sexual Harassment, Fed. Reg. Vol. 62 #49; PHRC Guidelines; PA Bulletin Vol. II #5 Policy Memo	<p>Derogatory comments or conduct directed toward a person's sexual orientation, disability, race, color, religion or national origin constitute harassment or intimidation. No student, administrator, visitor, teacher or support personnel shall be subjected to harassment or intimidation in the form of name calling, the distribution or posting of offensive literature, posters, graffiti, or the telling of derogatory jokes.</p>	17 18 19 20 21 22 23 24 25 26 27 28 29
3. Authority Sec. 703 of Title VII of Civil Rights Act of 1964; Sec. 5(a) PHRC Act; Title IX of the 1972 Education Amendment	<p>These guidelines are intended to be in compliance with Title VII of the Civil Rights Act of 1964 and within the guidelines of the Pennsylvania Human Rights Commission and the 1982 Ethnic Intimidation and Institutional Vandalism Act. These guidelines include informing employees, parents, and students of their rights under the Civil Rights Act and the Pennsylvania Human Relations Act and developing appropriate sanctions.</p>	30 31 32 33 34 35 36 37 38 39 40 41 42 43 44



248. UNLAWFUL HARASSMENT AND INTIMIDATION ~ Pg. 1

1 4. Guidelines

2 These guidelines are intended to protect the
 3 rights and obligations of all staff, students and
 4 parents and to outline the procedures to be followed
 5 should an individual be subjected to, or charged with
 6 harassment and/or intimidation.

7 Training

8 1. With the participation of selected students,
 9 10 administrators, teachers, staff, and community
 11 12 members, the district will formulate and imple-
 13 14 ment programs designed to promote understanding
 15 16 between, and appreciation of, the various ra-
 17 18 cial, ethnic and religious groups of which it is
 19 20 comprised with the goal of promoting respect,
 21 22 safety, and tolerance for all students.

23 2. All special programs must be approved by the
 24 25 Superintendent or his/her designee.

26 Complaints

27 1. Any individual who is the target of harassment
 28 29 and intimidation or who witnesses and is offend-
 30 31 ed by an act of harassment and intimidation
 32 33 shall be entitled to report the incident to the
 34 35 Building Principal, Assistant Superintendent or
 36 37 Superintendent, no later than one (1) school day
 38 39 after the alleged offense, if possible. The
 40 41 complaint must identify the offender, if known
 42 43 and any witnesses to the act.

44 2. The Superintendent or his/her designee shall
 45 46 appoint an investigator who shall conduct a
 47 48 thorough investigation of the complaint in a
 49 50 prompt and efficient manner, with emphasis on
 51 52 communication, improving understanding, and
 53 54 mutual cooperation. All school personnel or any
 55 56 student who is questioned as a part of the
 57 58 investigation shall cooperate fully with the
 59 60 investigation. Failure to cooperate with the
 61 62 investigation may result in disciplinary action
 63 64 of any student or school employee.

65 3. The investigator shall deliver his/her report of
 66 67 findings, and recommendations, if applicable, to
 68 69 the district Superintendent within five (5)
 70 71 school days of appointment, if possible.



248. UNLAWFUL HARASSMENT AND INTIMIDATION - Pg. 3

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1. Any individual who is offended by an act of harassment or intimidation may not resort to fighting. Neither the civil law nor district policy recognizes that a verbal insult is justification for physical assault. Any individual who responds to harassment and intimidation by fighting or physical assault may also be subject to disciplinary action.

Corrective Action

1. Corrective action shall be taken as deemed necessary to bring about the desired change in behavior.

2. A substantiated charged against a student in the Crawford Central School District shall subject such student to disciplinary action at the discretion of the Superintendent or designee which may include suspension or expulsion.

3. When considering discipline to be effected, school administrators may consult with the offended party, when considered beneficial. However, complainants are not entitled to consultation with respect to discipline.

Program Review

1. Periodic meetings shall be held with selected students, administrators, teachers, and staff to discuss program implementation and results.

2. Periodic meetings may be held with interested members of the community in order to report on progress or solicit information and support.

**CRAWFORD
CENTRAL
SCHOOL DISTRICT**

SECTION: PUPILS
TITLE: HAZING
ADOPTED: November 20, 2000
REVISED:

	247. HAZING
1. Purpose	The purpose of this policy is to maintain a safe, positive environment for students and staff that is free from hazing. Hazing activities of any type are inconsistent with the educational goals of the district and are prohibited at all times.
2. Definitions	<p>For purposes of this policy hazing is defined as any activity that recklessly or intentionally endangers the mental health, physical health or safety of a student for the purpose of initiation or membership in or affiliation with any organization recognized by the Board.</p> <p>Endanger the physical health shall include but not be limited to any brutality of a physical nature, such as whipping; beating; branding; forced calisthenics; exposure to the elements; forced consumption of any food, alcoholic beverage, drug, or controlled substance; or other forced physical activity that could adversely affect the physical health or safety of the individual.</p> <p>Endanger the mental health shall include any activity that would subject an individual to extreme mental stress, such as prolonged sleep deprivation, forced prolonged exclusion from social contact, forced conduct which could result in extreme embarrassment, or any other forced activity which could adversely affect the mental health or dignity of the individual.</p> <p>Any hazing activity, whether by an individual or a group, shall be presumed to be a forced activity, even if a student willingly participates.</p>
3. Authority SC 510 Pol. 122, 123	<p>The Board does not condone any form of initiation or harassment, known as hazing, as part of any school-sponsored student activity. No student, coach, sponsor, volunteer or district employee shall plan, direct, encourage, assist or engage in any hazing activity.</p> <p>The Board directs that no administrator, coach, sponsor, volunteer or district employee shall permit, condone or tolerate any form of hazing.</p>



247. HAZING - Pg. 2

	<p>The district will investigate all complaints of hazing and will administer appropriate discipline to any individual who violates this policy.</p> <p>The Board encourages students who have been subjected to hazing to promptly report such incidents to the building principal.</p> <p>District administrators shall investigate promptly all complaints of hazing and administer appropriate discipline to any individual who violates this policy.</p> <p>Students, administrators, coaches, sponsors, volunteers, and district employees shall be alerted to incidents of hazing and shall report such conduct to the building principal.</p> <p>The district shall annually inform students, parents, coaches, sponsors, volunteers and district staff that hazing of district students is prohibited, by means of:</p> <ol style="list-style-type: none"> 1. Distribution of written policy. 2. Publication in handbooks. 3. Verbal instructions by the coach or sponsor at the start of the season or program. 4. Posting of notice/signs. <p>5. Guidelines</p> <p><u>Complaint Procedure</u></p> <ol style="list-style-type: none"> 1. When a student believes that s/he has been subject to hazing, the student shall promptly report the incident, orally or in writing, to the building principal. 2. The principal shall conduct a timely, impartial, thorough, and comprehensive investigation of the alleged hazing. 3. The principal shall prepare a written report summarizing the investigation and recommending disposition of the complaint. Copies of the report shall be provided to the complainant, the accused, and others directly involved, as appropriate. 4. If the investigation results in a substantiated finding of hazing, the principal shall recommend appropriate disciplinary action, as circumstances warrant, in accordance with the Code of Conduct. Additionally, the student may be subject to disciplinary action by the coach or sponsor, up to and including removal from the activity.
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No. 248.1

SECTION: PUPILS

TITLE: SEXUAL HARASSMENT

ADOPTED: May 21, 1990

REVISED: August 23, 1999

Crawford Central School District

	248.1. SEXUAL HARASSMENT	1
1. Purpose	<p>It is the policy of the Crawford Central School District to maintain a learning and working environment that is free from sexual harassment.</p>	2
2. Authority	<p>The Board considers it a violation of this policy for any staff member of the district to harass another staff member or student through conduct or communications of a sexual nature as defined below. It shall be a violation of this policy for students to harass other students or staff members through conduct or communications of a sexual nature as defined.</p>	3
3. Definition OCR Guidelines on Sexual Harassment, Fed. Reg., Vol. 62 #49; PHRC Guidelines; PA Bulletins Vol. II, #5 Policy Memo OCR USDE March 1997	<p>Sexual harassment shall consist of unwelcomed sexual advances, requests for sexual favors, and other inappropriate verbal or physical conduct of a sexual nature when made by any member of the school staff to a student, when made by any student to another student, when made by any student to any staff member, or when:</p> <p>1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or education.</p> <p>2. Submission to or rejection of such conduct by an individual is used as the basis for academic or employment decisions affecting that individual.</p> <p>3. Such conduct has the purpose or effect of substantially interfering with an individual's academic or professional performance or creating an intimidating, hostile, or offensive education or employment environment.</p>	4
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248.1. SEXUAL HARASSMENT - Pg. 2

Sexual harassment may include, but is not limited to, the following:

1. Verbal harassment or abuse.
2. Pressure for sexual activity.
3. Repeated remarks to a person, with sexual or demeaning implications.
4. Unwelcome touching.
5. Suggesting or demanding sexual involvement accompanied by implied or explicit threats concerning one's grades, job, etc.

Procedures

Any person who alleges sexual harassment by any staff member or student in the school district may file a complaint with the principal of the school or with the Superintendent. Filing of a complaint or otherwise reporting sexual harassment will not reflect upon the individual's status, nor will it affect future employment, grades, or work assignments.

The right to confidentiality, both of the complainant and of the accused, will be respected consistent with the school district's legal obligations and with the necessity to investigate allegations of misconduct and to take corrective action when this conduct has occurred.

A substantiated charge against a student in the Crawford Central School District shall subject that student to disciplinary action including suspension or expulsion, consistent with the student discipline code.

Notice of this policy will be circulated to all schools and departments of the Crawford Central School District on an annual basis and will be incorporated in all teacher and student handbooks. It will also be distributed to all organizations in the community having cooperative agreements with the public schools. Failure to comply with this policy may result in termination of the cooperative agreement.

SECTION: PROFESSIONAL
EMPLOYEES

TITLE: SEXUAL HARASSMENT

Crawford Central School District

ADOPTED:

REVISED: September 24, 1990

	448. SEXUAL HARASSMENT	
1. Purpose	<p>It is the policy of the Crawford Central School District to maintain a learning and working environment that is free from sexual harassment.</p>	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44
2. Authority	<p>The Board considers it a violation of this policy for any staff member of the district to harass another staff member or student through conduct or communications of a sexual nature as defined below. It shall be a violation of this policy for students to harass other students or staff members through conduct or communications of a sexual nature as defined.</p>	U.S. Civil Rights Act of 1964, Title VII; EEOC Regulation published at 29 CFR Sec. 1604
3. Definition	<p>Sexual harassment shall consist of unwelcomed sexual advances, requests for sexual favors, and other inappropriate verbal or physical conduct of a sexual nature when made by any member of the school staff to a student, when made by any member of the school staff to another staff member, when made by any student to any staff member, or when:</p> <ol style="list-style-type: none">1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or education.2. Submission to or rejection of such conduct by an individual is used as the basis for academic or employment decisions affecting that individual.3. Such conduct has the purpose or effect of substantially interfering with an individual's academic or professional perform-	EEOC Guidelines on Sexual Harassment, Fed. Reg. Vol. 45, No. 219, PHRC Guidelines; PA Bulletin, Vol II, No.
	page 1 of 3	

448. SEXUAL HARASSMENT - Pg. 2



1	ance or creating an intimidating, hostile, 2 or offensive education or employment 3 environment.	5; Policy Memo. 4 Office of Civil 5 Rights, USDE, 6 August 1981
7	Sexual harassment may include, but is 8 not limited to, the following:	
9	1. Verbal harassment or abuse. 10 11 2. Pressure for sexual activity. 12 13 3. Repeated remarks to a person, with sexual 14 or demeaning implications. 15 16 4. Unwelcome touching. 17 18 5. Suggesting or demanding sexual involvement 19 accompanied by implied or explicit threats 20 concerning one's grades, job, etc.	
21		
22	4. Procedures	Pol. 219
23	Any person who alleges sexual harassment 24 by any staff member or student in the school 25 district may file a complaint with the princi- 26 pal of the school or with the Superintendent 27 and/or designee. Filing of a complaint or 28 otherwise reporting sexual harassment will not 29 reflect upon the individual's status, nor will 30 it affect future employment, grades, or work 31 assignments.	
32	The right to confidentiality, both of the 33 complainant and of the accused, will be respect- 34 ed consistent with the school district's legal 35 obligations and with the necessity to investi- 36 gate allegations of misconduct and to take 37 corrective action when this conduct has 38 occurred.	
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40	A substantiated charge against an profes- 41 sional staff member in the Crawford Central 42 School District shall subject such staff member 43 to disciplinary action, which may include 44 discharge.	Pol. 417
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448. SEXUAL HARASSMENT - Pg. 3



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Notice of this policy will be circulated to all schools and departments of the Crawford Central School District on an annual basis and will be incorporated in all teacher and student handbooks. It will also be distributed to all organizations in the community having cooperative agreements with the public schools. Failure to comply with this policy may result in termination of the cooperative agreement.

SECTION: SUPPORT EMPLOYEES

TITLE: SEXUAL HARASSMENT

Crawford Central School District

ADOPTED:

REVISED: September 24, 1990

	548. SEXUAL HARASSMENT	
1. Purpose	It is the policy of the Crawford Central School District to maintain a learning and working environment that is free from sexual harassment.	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44
2. Authority	The Board considers it a violation of this policy for any staff member of the district to harass another staff member or student through conduct or communications of a sexual nature as defined below. It shall be a violation of this policy for students to harass other students or staff members through conduct or communications of a sexual nature as defined.	
3. Definition	<p>Sexual harassment shall consist of unwelcomed sexual advances, requests for sexual favors, and other inappropriate verbal or physical conduct of a sexual nature when made by any member of the school staff to a student, when made by any member of the school staff to another staff member, when made by any student to any staff member, or when:</p> <ol style="list-style-type: none"> 1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or education. 2. Submission to or rejection of such conduct by an individual is used as the basis for academic or employment decisions affecting that individual. 3. Such conduct has the purpose or effect of substantially interfering with an individual's academic or professional perform- 	
	page 1 of 3	

548. SEXUAL HARASSMENT - Pg. 2



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ance or creating an intimidating, hostile, or offensive education or employment environment.

Sexual harassment may include, but is not limited to, the following:

1. Verbal harassment or abuse.
2. Pressure for sexual activity.
3. Repeated remarks to a person, with sexual or demeaning implications.
4. Unwelcome touching.
5. Suggesting or demanding sexual involvement accompanied by implied or explicit threats concerning one's grades, job, etc.

4. Procedures

Any person who alleges sexual harassment by any staff member or student in the school district may file a complaint with the principal of the school or with the Superintendent and/or designee. Filing of a complaint or otherwise reporting sexual harassment will not reflect upon the individual's status, nor will it affect future employment, grades, or work assignments.

The right to confidentiality, both of the complainant and of the accused, will be respected consistent with the school district's legal obligations and with the necessity to investigate allegations of misconduct and to take corrective action when this conduct has occurred.

A substantiated charge against an support staff member in the Crawford Central School District shall subject such staff member to disciplinary action, which may include discharge.

5; Policy Memo,
Office of Civil
Rights, USDE,
August 1981

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548. SEXUAL HARASSMENT - Pg. 3



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Notice of this policy will be circulated to all schools and departments of the Crawford Central School District on an annual basis and will be incorporated in all teacher and student handbooks. It will also be distributed to all organizations in the community having cooperative agreements with the public schools. Failure to comply with this policy may result in termination of the cooperative agreement.

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No. 348

SECTION: ADMINISTRATIVE
EMPLOYEES

TITLE: SEXUAL HARASSMENT

Crawford Central School District

ADOPTED:

REVISED: September 24, 1990

	348. SEXUAL HARASSMENT	
1. Purpose	It is the policy of the Crawford Central School District to maintain a learning and working environment that is free from sexual harassment.	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44
2. Authority	The Board considers it a violation of this policy for any staff member of the district to harass another staff member or student through conduct or communications of a sexual nature as defined below. It shall be a violation of this policy for students to harass other students or staff members through conduct or communications of a sexual nature as defined.	
3. Definition	<p>Sexual harassment shall consist of unwelcomed sexual advances, requests for sexual favors, and other inappropriate verbal or physical conduct of a sexual nature when made by any member of the school staff to a student, when made by any member of the school staff to another staff member, when made by any student to any staff member, or when:</p> <ol style="list-style-type: none"> 1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or education. 2. Submission to or rejection of such conduct by an individual is used as the basis for academic or employment decisions affecting that individual. 3. Such conduct has the purpose or effect of substantially interfering with an individual's academic or professional perform- 	
	page 1 of 3	

348. SEXUAL HARASSMENT - Pg. 2



1	ance or creating an intimidating, hostile, or offensive education or employment environment.	5; Policy Memo. Office of Civil Rights, USDE, August 1981
2	Sexual harassment may include, but is not limited to, the following:	
3	1. Verbal harassment or abuse.	
4	2. Pressure for sexual activity.	
5	3. Repeated remarks to a person, with sexual or demeaning implications.	
6	4. Unwelcome touching.	
7	5. Suggesting or demanding sexual involvement accompanied by implied or explicit threats concerning one's grades, job, etc.	
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9	4. Procedures	Pol. 219
10	Any person who alleges sexual harassment by any staff member or student in the school district may file a complaint with the principal of the school or with the Superintendent and/or designee. Filing of a complaint or otherwise reporting sexual harassment will not reflect upon the individual's status, nor will it affect future employment, grades, or work assignments.	
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12	The right to confidentiality, both of the complainant and of the accused, will be respected consistent with the school district's legal obligations and with the necessity to investigate allegations of misconduct and to take corrective action when this conduct has occurred.	
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14	A substantiated charge against an administrative staff member in the Crawford Central School District shall subject such staff member to disciplinary action, which may include discharge.	Pol. 317
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	page 2 of 3	

348. SEXUAL HARASSMENT - Pg. 3



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2 Notice of this policy will be circulated
3 to all schools and departments of the Crawford
4 Central School District on an annual basis and
5 will be incorporated in all teacher and student
6 handbooks. It will also be distributed to all
7 organizations in the community having coopera-
8 tive agreements with the public schools.
9 Failure to comply with this policy may result
10 in termination of the cooperative agreement.
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No. 248

SECTION: PUPILS

TITLE: UNLAWFUL HARASSMENT
AND INTIMIDATION

ADOPTED: May 21, 1990

REVISED: August 23, 1999

Crawford Central School District

	248. UNLAWFUL HARASSMENT AND INTIMIDATION	1
1. Purpose	<p>The Crawford Central School District seeks to establish and maintain a learning environment free from racial, ethnic and religious intimidation and harassment or harassment and intimidation based on sexual orientation or disability. It seeks also to provide a system of review, should an allegation of such conduct be made. Harassment and intimidation will not be tolerated and will subject the person(s) engaging in such activities to disciplinary action. Tolerance or racial, ethnic and religious views will be expected from all students.</p>	2 3 4 5 6 7 8 9 10 11 12 13 14 15
2. Definition OCR Guide- lines on Sexual Harassment, Fed. Reg. Vol. 62 #49; PHRC Guide- lines; PA Bulletin Vol. II #5 Policy Memo	<p>Derogatory comments or conduct directed toward a person's sexual orientation, disability, race, color, religion or national origin constitute harassment or intimidation. No student, administrator, visitor, teacher or support personnel shall be subjected to harassment or intimidation in the form of name calling, the distribution or posting of offensive literature, posters, graffiti, or the telling of derogatory jokes.</p>	16 17 18 19 20 21 22 23 24 25 26 27 28
3. Authority Sec. 703 of Title VII of Civil Rights Act of 1964; Sec. 5(a) PHRC Act.; Title IX of the 1972 Education Amendment	<p>These guidelines are intended to be in compliance with Title VII of the Civil Rights Act of 1964 and within the guidelines of the Pennsylvania Human Rights Commission and the 1982 Ethnic Intimidation and Institutional Vandalism Act. These guidelines include informing employees, parents, and students of their rights under the Civil Rights Act and the Pennsylvania Human Relations Act and developing appropriate sanctions.</p>	29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44



248. UNLAWFUL HARASSMENT AND INTIMIDATION - Pg. 2

1	4. Guidelines	These guidelines are intended to protect the rights and obligations of all staff, students and parents and to outline the procedures to be followed should an individual be subjected to, or charged with harassment and/or intimidation.	1
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248. UNLAWFUL HARASSMENT AND INTIMIDATION - Pg. 3

4. Any individual who is offended by an act of harassment or intimidation may not resort to fighting. Neither the civil law nor district policy recognizes that a verbal insult is justification for physical assault. Any individual who responds to harassment and intimidation by fighting or physical assault may also be subject to disciplinary action.

Corrective Action

1. Corrective action shall be taken as deemed necessary to bring about the desired change in behavior.
2. A substantiated charged against a student in the Crawford Central School District shall subject such student to disciplinary action at the discretion of the Superintendent or designee which may include suspension or expulsion.
3. When considering discipline to be effected, school administrators may consult with the offended party, when considered beneficial. However, complainants are not entitled to consultation with respect to discipline.

Program Review

1. Periodic meetings shall be held with selected students, administrators, teachers, and staff to discuss program implementation and results.
2. Periodic meetings may be held with interested members of the community in order to report on progress or solicit information and support.